

SERIAL 03038 - C

**FUEL DELIVERIES FOR ABOVE GROUND TANKS
(GASOLINE & DIESEL)
NIGP CODE 40509, 40515**

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FUEL DELIVERIES FOR ABOVE GROUND TANKS
(GASOLINE & DIESEL)
NIGP CODE 40509, 40515**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 24, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Sharon Tohtsoni, Materials Management

(Please remove Serial 99217-X from your contract notebooks)

SPECIFICATION ON INVITATION FOR BIDS FOR: FUEL DELIVERIES FOR ABOVE GROUND TANKS (GASOLINE & DIESEL)

1.0 INTENT:

The intent of this Invitation for Bids is to establish fuel deliveries for Aboveground Fuel Tanks at the sites listed below for two (2) years. The delivery of gasoline and diesel fuel shall be from the tank farms located on 5724 NW Market Street (Glendale Plant), and 306 S. Country Club Drive (Mesa Plant), to Maricopa County above ground storage tanks. All products lifted will be for the exclusive use of Maricopa County. All charges to the County shall be in accordance with the terms of the resultant pricing agreement.

No activity for purchase or delivery shall commence without a valid Maricopa County purchase order.

2.0 TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

2.1 PURCHASE OF MOTOR FUEL:

- 2.1.1 All unleaded gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to rules and regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.
- 2.1.2 All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The Maricopa County Equipment Services reserves the right to test fuels for compliance.
- 2.1.3 All diesel fuel shall conform to ASTM D975 standard specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revision thereafter. The Maricopa County Equipment Services reserves the right to test fuels for compliance.
- 2.1.4 All gasoline and diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

2.2 DELIVERY OF MOTOR FUELS:

- 2.2.1 The Contractors shall be capable of delivery and pumping into above ground storage tanks.
- 2.2.2 Equipment Services Department shall advise the Contractor of the quantities, site locations, and the type of petroleum product required for delivery.
- 2.2.3 The Contractor shall be regularly engaged in the business of providing delivery service of like petroleum products.
- 2.2.4 The Contractor shall employ qualified personnel and proper equipment to assure satisfactory completion of the terms and conditions of this IFB.
- 2.2.5 The Contractor shall be responsible for the complete cost and any damages resulting in the removal of "mixed fuel".
- 2.2.6 The Contractor shall be responsible for clean-up of all spillage during the delivery and/or pumping process and shall take immediate action to properly contain and "clean-up" the spillage in accordance with applicable laws regulations, etc. The Contractor shall also advise the Maricopa County Fuel Coordinator, Mario Galaz, (602) 506-4481.
- 2.2.7 County above-ground fuel tanks are clearly marked appropriately either "gasoline" and "diesel".
- 2.2.8 The County has fuel trucks to provide fuel deliveries to other sites and/or fleet/equipment. The County will need access to fuel racks. Indicate on Appendix A, pricing page, section 7; the policies/procedures and the pricing structure with which we the County must comply. The County reserves the right to utilize County fuel truck(s) for the delivery of maximum fuel capacity (3000 gal. capacity-2000 gal. diesel, 1000 gal. unleaded) to County facilities as needed.

- 2.2.9 The Contractor and all drivers utilizing “Phoenix Rack” shall comply with all applicable safety rules and regulations.
- 2.2.10 Any prospective bidder desiring to view delivery locations shall make arrangements with the Fuel Coordinator, Mario Galaz at 602-506-4481. There will be maps provided for each site (See attachment B).

2.3 ABOVEGROUND SITES:

- 2.3.1 Cave Creek Recreation Area-37019 N. Lava Lane Cave Creek, AZ 85331
- 2.3.2 McDowell Mountain Regional Park-15612 E. Palisades Drive., Fountain Hills, AZ 85269
- 2.3.3 Usery Mountain Recreation Area-3939 N. Usery Pass Road, Mesa, AZ 85207
- 2.3.4 White Tank Mountain Regional Park-13025 N. White Tank Mountain Road, Waddell AZ 85355
- 2.3.5 Flood Control North Yard-9602 W. 21st Drive, Phoenix, AZ
- 2.3.6 Sheriff’s Office Substation-920 E. Van Buren, Avondale, AZ 85323

2.4 DELIVERY:

Delivery shall be made within 24 hours from time of order notification.

2.5 PRICING:

- 2.5.1 Bidders shall deliver from the “Phoenix Rack” only, and delivery charges shall be assumed to be from this same location. The resultant contractor will not be permitted to make a change of racks during the contract period, without prior approval from Maricopa County Equipment Services
- 2.5.2 All prices offered shall include all costs incurred in the delivery to designated County storage tank locations.
- 2.5.3 All prices for fuel shall be based on the Oil Price Information Survey (O.P.I.S.).
- 2.5.4 Bidder shall indicate if price offered is above or below low rack (+ or -).
- 2.5.5 All prices charged to the County shall increase and decrease in direct relation with the **published O.P.I.S. Low rack pricing** on a weekly basis for Phoenix.
- 2.5.6 Pricing for any given week (Sunday through Saturday) shall be based on the preceding Thursday’s weekly report.
- 2.5.7 The prices bid on the price sheets shall be for delivery only and shall not include the cost for fuel or tax.
- 2.5.8 If the O.P.I.S is not available for any reason, the pricing for the previous week shall prevail.

2.6 INVOICING:

The original invoice shall be submitted for each delivery. A certified invoice shall be included with all unleaded fuel purchases, to comply with Arizona Department of Transportation requirements concerning off-road vehicle fuel tax credits. All invoices shall be submitted on a daily basis to:

Equipment Services
Fuel Coordinator
3325 West Durango St.
Phoenix Arizona 85009

Problems regarding billing or invoicing shall be directed to Accounts Payable, at (602) 506-4668 or (602) 506-2938. All invoices must clearly outline type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes. The County will pay for the actual (net) amount of fuel received. All adjustments made on original invoice must be directed to the fuel coordinator (602-506-4481).

2.7 DELIVERY TICKET:

The delivery ticket and one copy of the bill of lading shall be provided to the fuel coordinator. When deliveries are made to unattended sites, the delivery ticket and one copy of the bill of lading shall be faxed to (602) 506-3265 the same day of the delivery. The delivery ticket shall provide: the contractor’s name, address, type of fuel, grade of fuel and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. The County shall only authorize payment for the actual (net) quantity of each delivery. The driver and agency personnel must sign and date the delivery ticket.

2.8 FUEL DELIVERY COORDINATION EFFORT:

Maricopa County Equipment Services Agency shall coordinate all delivery arrangements. The contact person within County Equipment Services Agency is Mario Galaz, Fuel Coordinator, at (602) 506-4481. All coordination efforts to include loading rack assignments and any necessary authorization, or notification shall be coordinated through this individual.

2.9 REQUIRED REPORTS:

The Contractor shall provide the OPIS weekly ~~low average~~ figures by FAX to Equipment Services Agency (fax 602-506- 3265) as reported on the Thursday close. ~~A monthly summary of the product "delivered", by product type, is required by the 20th of the following month.~~

2.10 SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards, and any other applicable requirements.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

~~3.3 USAGE REPORT:~~

~~The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.~~

3.4 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: PROCUREMENT CONSULTANT
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, SENIOR PROCUREMENT OFFICER, 602-506-4674
(gidget.beltran@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communications is binding on Maricopa County.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.6.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.6.2 Pricing pages, MANDATORY
- 3.6.3 Vendor Information, MANDATORY
- 3.6.4 Agreement page, MANDATORY
- 3.6.5 References, MANDATORY

4.0 SPECIAL TERMS & CONDITIONS:

4.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

4.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.3 INDEMNIFICATION AND INSURANCE:

4.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.3.3 Certificates of Insurance.

- 4.3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

4.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

BROWN EVANS DISTRIBUTING COMPANY, 306 S COUNTRY CLUB, MESA, AZ 85210

C913002 / B0604560 / NIGP CODE 40509, 40515

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

DELIVERY ARO (HOURS): 7:00 am – 4:00 pm

MINIMUM LOADS: GASOLINE: 200 DIESEL: 500

(PRICES STATED + OR - OPIS WILL BE ADDED TO THE OPIS LOW RACK PRICE FOR DETERMINATION OF DELIVERED COST PER GALLON)

STORAGE SITES ABOVE GROUND	ESTIMATED YEARLY USAGE/DOLLARS		PRICE BASED ON PHOENIX RACK PLUS + OR MINUS -		
	TANK CAPACITY	DOLLARS	UNLEADED	DIESEL	O.P.I.S.
1. Cave Creek Recreation Area 37019 N. Lava Lane Cave Creek, Az. 85331 (32nd St. & Carefree)	1-2000 gal	\$9,398.49		7,199 0	+ \$ <u>.09</u> /GAL
2. McDowell Mountain Regional Park PO Box 18415 15612 E. Palisades Drive, Fountain Hills, Az 85269	1-6000 gal	\$21,682.97	12,000	0	+ \$ <u>.06</u> /GAL
3. Usery Mountain Recreation Area 3939 N. Usery Pass Road, Mesa, Az 85207	1-2000 gal	\$13,676.12	12,000	0	+ \$ <u>.075</u> /GAL

BROWN EVANS DISTRIBUTING COMPANY, 306 S COUNTRY CLUB, MESA, AZ 85210

ESTIMATED YEARLY	PRICE BASED USAGE/DOLLARS	ON PHOENIX RACK PLUS + OR MINUS -			
STORAGE SITES ABOVE GROUND	TANK DOLLARS CAPACITY	UNLEADED	DIESEL	O.P.I.S.	
4. White Tank Mountain Regional Park 13025 N. White Tank Mountain Road Waddell, Az 85355	2-1000 gal \$5,084.83 (1000/gal Unleaded/ 1000/gal Diesel)	3,425	548	+ \$ <u>.12</u> /GAL	
5. Flood Control North Yard 9602 W. 21st Drive (19th Ave & 23rd Ave)	1-1000 gal \$5,550.23 (300/gal Unleaded/ 700/gal Diesel)		193 760	+ \$ <u>.20</u> /GAL	
6. Sheriff's Office Substation 920 E. Van Buren Avondale, AZ 85323	1-1000 gallon * Unleaded only (new facility not operational)*			* + \$ <u>.20</u> /GAL	

7. Policy & Procedure to fill up County owned Fuel Trucks (reference section 2.28):

PRICING FOR BULK PICK UP \$.06 PER GALLON OVER OPIS / PHOENIX RACK AVERAGE.

Terms:	NET 15
Federal Tax ID Number:	86-0401023
Vendor Number:	860401023
Telephone Number:	480-962-6111
Fax Number:	480-962-8764
Contact Person:	PAUL PFAUSER
E-mail Address:	paul@brownevans.com
Company Web Site:	www.brownevans.com
Insurance Certificate	Yes
Contract Period:	To cover the period ending SEPTEMBER 30, 2005.